

JUN 1 1994

DEVELOPMENT AGREEMENT  
GILMAN INVESTMENT COMPANY

BK 0705 PG 1721  
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THIS DEVELOPMENT AGREEMENT (hereafter "the Agreement") is entered into this 23rd day of May, 1994, pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes, (1993), by and between **GILMAN INVESTMENT COMPANY**, a Delaware corporation and its subsidiaries, having an address at Owens Road, Yulee, FL 32097, and **NASSAU COUNTY, FLORIDA**, having an address at Post Office Box 1010, Fernandina Beach, FL 32034, (hereafter referred to as the "County").

RECITALS:

A. WHEREAS, Gilman Investment Company is the owner of certain real property located in Nassau County, Florida, as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

B. WHEREAS, pursuant to the Nassau County Comprehensive Plan (the "Plan"), the County has classified Gilman Investment Company's property as "Agricultural" on the Future Land Use Map (FLUM); and

C. WHEREAS, the activities carried out by Gilman Investment Company on the Property are primarily agricultural and conservation in nature, consistent with the FLUM and clearly excluded from the definition of "Development" in the Florida Statutes (Chapter 163.3221(3)(b)5); and

D. WHEREAS, Sections 163.3220 - 163.3243, Florida Statutes, (1993) authorizes local government development agreements; and

E. WHEREAS, the County and Gilman Investment Company recognize that the activities that Gilman Investment Company

pursues on the Property are unique in nature and that this uniqueness necessitates uses that are uncommon to the regulatory framework of the County; and

F. WHEREAS, the County is desirous of defining the activities and uses carried out by Gilman Investment Company on the property known as "White Oak Plantation"; and

G. WHEREAS, the unique characteristics and uncommon ancillary uses of Gilman Investment Company give rise to unique opportunities on the part of the County and Gilman Investment Company in the application of the County's land use, growth management and building regulations; and

H. WHEREAS, the County and Gilman Investment Company desire to enter into this Development Agreement so as to better take advantage of these unique opportunities.

NOW, THEREFORE, IN CONSIDERATION of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Gilman Investment Company and the County hereby agree as follows:

1. Property Description. The real property subject to this Agreement is the Property as described on Exhibit "A" attached hereto and incorporated herein by reference. Legal and equitable ownership of the Property is vested in Gilman Investment Company, a Florida corporation, having an address at Owens Road, Yulee, FL 32097.

2. Duration. The duration of this Agreement and the conditions provided herein shall be for a period of one (1) year

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from the Effective Date hereof.

3. Proposed Development. During the one year life of this Agreement, Gilman Investment Company may continue to develop uses such as animal clinics, animal science facilities, the conference center complex, administrative facilities, lodging and recreational facilities, in recognition of the unique characteristics of land use by Gilman Investment Company. The uses as set forth herein shall be limited to private use and not open to the general public. The County finds that the uses set forth herein are consistent with the Nassau County Comprehensive Plan and Zoning Ordinance (Ordinance 83-19, as amended). The proposed employment density is approximately five hundred (500) persons, and the proposed building intensity and building height shall be as set forth in the Nassau County Zoning Ordinance.

4. FLUM Designation, Current Zoning, and Public Facilities. The land use designation of the Property as provided for in the Future Land Use Map ("FLUM") of the Plan and the current zoning of the property shall continue to be in effect during the one year life of this Agreement or unless amended as provided in the following paragraphs. The public facilities that will service the development will be the existing County roads, landfill, and public safety services. All other facilities and services will be provided on site. Gilman Investment Company will continue to pay impact fees as provided by County ordinance(s).

5. Local Development Approvals. Immediately upon adoption of this Agreement, the County Shall proceed to work with Gilman

Investment Company to prepare and adopt such modifications to the County's land use, growth management and building regulations in order to provide for the development of uses in keeping with the unique character of Gilman Investment Company. Specifically, the County will prepare and develop with Gilman Investment Company, the following:

a. Review of the Comprehensive Plan to define the land use and other policies consistent with the character of White Oak Plantation;

b. Review of the County's Zoning Ordinances and define modifications to existing or write new sections of the code consistent with the character of White Oak Plantation;

c. Review of the County's Building Code and define modifications to existing or prepare new sections of the code consistent with the character of White Oak Plantation;

d. Analyze other County ordinances to define applicable standards for White Oak Plantation.

6. Voluntary Agreement. The County and Gilman Investment Company have voluntarily entered into this Agreement in consideration of the rights and benefits afforded to each under the terms thereof.

7. Other Permits. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not

relieve Gilman Investment Company of the necessity of compliance with the appropriate law governing such permitting requirements.

8. Amendment, Cancellation. This Agreement may only be amended, modified, or terminated by a subsequent agreement executed by all affected parties.

9. Enforcement. Gilman Investment Company, its successors or assigns, and the County may file an action for specific performance or injunctive relief in the Circuit Court in and for Nassau County, Florida, to enforce the terms of this Agreement. If Gilman Investment Company fails to perform any obligations under this Agreement, the County may cancel this Agreement in accordance with the provisions of Paragraph 8 above or may seek the remedies set forth in this Paragraph.

10. Recording. Within fourteen (14) days after execution of this Agreement by the County, the County shall cause this Agreement to be recorded with the Clerk of the Circuit Court in Nassau County, Florida. The County shall submit a copy of the recorded Agreement to the State Land Planning Agency within fourteen (14) days after this Agreement is recorded.

11. Successors and Assigns. The burdens of this Agreement shall be binding upon and benefits of this Agreement shall inure to all designated transferees of Gilman Investment Company and any successors in interest to the County.

12. Representation and Warranties.

a. Gilman Investment Company. Gilman Investment Company represents that it has full power and authority to enter

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into and perform this Agreement in accordance with its terms without the consent or approval of any third parties and this order constitutes the valid, binding, and enforceable agreement of Gilman Investment Company.

b. County Authority. The County represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms. Further, the County represents that this Agreement has been duly authorized by the County and constitutes a valid, binding, and enforceable contract of the County.

13. Notices. All notices, demands, request, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods:

- a. by personal delivery;
- b. by deposit with the United States Postal Service, postage prepaid, to the addresses stated below;
- c. by prepaid telegram; or
- d. by deposit with an overnight express delivery service.

Notices deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by telegram or overnight express delivery service shall be deemed effective one (1) business day after transmission to the telegram company or after deposit with the express delivery service. Notice by personal shall be deemed effective at the time of personal

delivery.

For purposes of notice, the address of the county shall be:

Nassau County Clerk  
416 Centre Street  
Post Office Box 1010  
Fernandina Beach, FL 32034

For the purposes of Notice the Address of Gilman Investment Company shall be:

Gilman Investment Company  
726 Owens Road  
Yulee, FL 32097

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Chairman

ATTEST:

  
\_\_\_\_\_  
T. J. GREESON  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

  
\_\_\_\_\_  
MICHAEL S. MULLIN

(Signatures continue on next page)

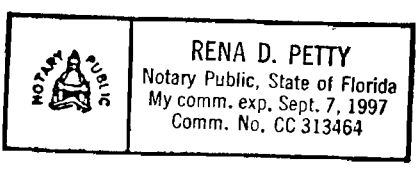
GILMAN INVESTMENT COMPANY

Eugene Rose  
Its: General Manager

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 23rd day of May, 1994, by **JOHN A. CRAWFORD**, Chairman of the Board of County Commissioners, a political subdivision of the State of Florida. He is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

Rena D. Petty  
Rena D. Petty  
NOTARY PUBLIC  
State of Florida  
My Commission Expires: Sept 7, 1997



STATE OF Florida  
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of May, 1994, by Eugene Rose General Manager, of **GILMAN INVESTMENT COMPANY**, a Florida corporation, on behalf of the corporation. He is personally known to me or ~~has produced~~ \_\_\_\_\_ as ~~identification~~ and did take an oath.

Margie J. Armstrong  
**MARGIE J. ARMSTRONG**  
NOTARY PUBLIC NOTARY PUBLIC, STATE OF FLORIDA  
State of Florida My commission expires Nov. 5, 1995  
My Commission Expires: Commission No. CC 157999

18/b:gilman.agm



EXHIBIT "A"

All those certain lots, parcels and tracts of land situate, lying and being in Nassau County, Florida, more particularly described as follows:

Lands in Township 4 North, Range 25 East:

Lots One (1), Two (2), Three (3), Four (4), and Five (5), the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) and the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of Section Twenty-four (24), Township Four (4) North, Range Twenty-Five (25) East.

Lots One (1) and Two (2) and the West Half (W1/2) of Section Twenty-five (25), Township Four (4) North, Range Twenty-five (25) East.

The East Half (E 1/2) of East Half (E 1/2) of Section Twenty-six (26), Township Four (4) North, Range Twenty-Five (25) East.

All of Section Forty-Four (44), Township Four (4) North, Range Twenty-five (25) East, being all of Spanish Grant to Z. Kingsley, Wm. Hobkirk and Robert Hutchinson.

All of Section Forty-Five (45) (or the Spanish Grant to Henry Young) in Township Four (4) North, Range Twenty-Five (25) East except Fifty-Two (52) acres owned by Sherman Campbell, said 52 acres so excepted being described as follows: Beginning at a point on the South Bank of the St. Marys River where the line between Section 45 and Section 46 meets the South Bank of said river; thence southeasterly on said dividing line 20 chains, more or less, to the Southwest corner of said Section 45, thence easterly along the South line of said Section 45 a distance of 1641 feet, more or less, to a point; thence northeasterly on a line parallel with the easterly line of said Section 46 a distance of 20 chains, more or less, to the South bank of St. Marys River; thence westerly along the South bank of said river to the point of beginning, containing 52 acres, all in Township 4 North, Range 25 East, in Nassau County, Florida.

Lands in Township 4 North, Range 26 East:

All of Fractional Section 29, Township 4 North, Range 26 East.

Lot 1 of Section 31, Township 4 North, Range 26 East, including SE 1/4 of SE 1/4 and all land in said Section that lies East of Little St. Marys River.

Lots 1, 2, 3 and 4 W 1/2 of NE 1/4, NW 1/4 of SE 1/4, NE 1/4 of SW 1/4, and the W 1/2 of NE 1/4 of SE 1/4; The SE 1/4 of NE 1/4 and E 1/2 of NE 1/4 of SE 1/4, excepting however that certain parcel of land known as Wingate Cemetery, containing one (1) acre of land, and reserved by deed recorded in Deed Book 185, Page 463; Lands described as follows: Beginning at the Northeast corner of the South half of the Southwest quarter of Section Thirty-Two (32), Township Four (4) North, Range Twenty-Six (26) East, which is the point of beginning of the land herein conveyed, thence

running West for a distance of Seventeen Hundred Eighty-Five (1785) feet, thence running South Three Hundred Fifteen (315) feet, thence running East Eleven Hundred and Ninety-Six (1196) feet, thence running South Five Hundred and Nine (509) feet, thence running East Five Hundred Thirty-Three (533) feet, thence running North Eight Hundred Forty (840) feet to point of beginning of land herein conveyed and being in Section Thirty-Two (32), Township Four (4) North, Range Twenty-Six (26) East, and containing 19.68 acres, more or less.

That part of Section 33 and 34, Township 4 North, Range 26 East, described as: Beginning at the Southwest corner of said Section 33; thence North 89 degrees 19 minutes 50 seconds East, along the South line of said Section 33, a distance of 9.917 chains to the Northwesterly line of County Road (Owens cut off road) a 40 foot right-of-way; thence North 49 degrees 01 minutes 10 seconds East, along said Northwesterly line, a distance of 111.792 chains to the Southerly line of Section 41, Township 4 North, Range 26 East; Thence North 66 degrees, 29 minutes 10 seconds West, and along said Southerly line a distance of 43.088 chains to the Easterly line of Section 42, Township 4 North, Range 26 East; Thence South 24 degrees 51 minutes 00 seconds West, and along said Easterly line, a distance of 46.953 chains to the most Southerly corner of said Section 42; thence North 50 degrees 39 minutes 40 seconds West, and along the Westerly line of said Section 42, a distance of 44.600 chains to the Northwest corner of said Section 33; thence South 0 degrees, 25 minutes 50 seconds West, along the West line of said Section 33, a distance of 76.286 chains to the Southwest corner of the said Section 33 at the point of beginning; as said parcel is shown on the survey made by John C. Garner, Registered Land Surveyor No. 1170, dated April and May, 1962, attached to deed to grantor recorded in Official Records Book 32, Pages 165-166, of the public records of Nassau County, Florida.

All of Section 40, Township 4 North, Range 26 East, known as John Frazier Grant, and is known as "Roundabout".

All of Section 42, Township 4 North, Range 26 East, known as the Henry Young Grant.

All of Section Forty-Three (43), Township Four (4) North, Range Twenty-Six (26) East, being all of Spanish Grant to Z. Kingsley, Wm. Hobkirk and Robert Hutchinson.

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[Signature]